

Non-Disclosure Agreement

For the request for proposal (RFP) per client needs, any subsequent information disclosed by the "Client", or any anticipated disclosure of information as part of the vendor selection process, RFP process or any work to be done as part of the project is set forth as confidential and proprietary information about Client. By signing this Non-Disclosure Agreement the vendor "XNLLC" hereby agrees to comply with the following terms and conditions:

1. "Confidential Information" means any technical and business information and know-how relating to Client. "Confidential Information" includes, without limitation, all contents of the RFP, application design, application structure and technical overview, technical specifications, source code, the marketing or promotion of any service, Client's business policies and practices, and information received from others that Client is obligated to treat as confidential. Confidential Information disclosed to XNLLC by any Client employee and/or agent is covered by this Agreement.
 2. XNLLC expressly undertakes to retain in confidence and to require all of its employees, agents, contractors, consultants, mandates and subcontractors to retain in confidence all "Confidential Information". XNLLC shall make no use of such information and know-how except during the existence of performing Work for Client. Notwithstanding anything to the contrary herein, XNLLC's confidentiality obligations set forth herein shall survive any termination, interruption, or expiration of said Work.
 3. XNLLC shall take all security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. XNLLC may disclose Confidential Information only to XNLLC(s) employees, agents, sub-contractors, out-sourcing, mandates, or consultants on a need-to-know basis ONLY for purposes of performing XNLLC obligations in process of performing Work said Client. XNLLC shall execute appropriate written agreements with its employees, agents, contractors, mandates and consultants sufficient to enable it to comply with all the provisions of this Agreement.
 4. Confidential Information may not be disclosed, reproduced, summarized or distributed in any form, and it may not be removed from XNLLC premises without the prior consent of Client.
 5. XNLLC shall return all originals, copies, reproductions and summaries of Confidential Information and destroy all material derived from the interactions with Client and certify destruction of same, at Client's request or, at the termination of the contract or if the XNLLC is not awarded the contract, whichever comes first.
 6. Client and XNLLC agree that any dispute arising under the terms and conditions of this Agreement or concerning the respective rights or obligations hereunder of the parties shall be settled and determined by arbitration before the American Arbitration Association in accordance with its rules for commercial disputes. Whose decision will be binding on both parties.
- If the XNLLC is unable or unwilling to abide by the terms set in this agreement, the XNLLC is bound to return all confidential information and destroy all copies thereof.
- For XclusiV Nests LLC (LLC) Limited Liability Corporation, " XNLLC" :I/we have authority to bind the corporation here:

Victoria B_...

Signatory's Name: Victoria Brown

Signatory's Title: OPM

For Client:

I/we have authority to bind the corporation here:

Signatory's Name: Signatory's Title:

Company Name: